

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR RECLAIMED WATER USE**

**THIS AGREEMENT** is made and entered on \_\_\_\_\_, 2023 (the "Effective Date") by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano," and **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas hereinafter referred to as "NTMWD," as follows:

**WITNESSETH:**

**WHEREAS**, Plano is a political subdivision and NTMWD is a political subdivision of the State of Texas within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and NTMWD to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, NTMWD has treated effluent produced by its Rowlett Creek Regional Wastewater Treatment Plant ("RWWTP") available for Reclaimed Water use subject to Texas Administrative Code, Title 30, Chapter 210, as amended, by the Texas Commission on Environmental Quality (TCEQ); and;

**WHEREAS**, pursuant to Reclaimed Water Authorization No. R10363001 (the "Authorization") issued by TCEQ, NTMWD is the Producer and Provider of Reclaimed Water from the Rowlett Creek RWWTP for Plano as User; and

**WHEREAS**, in order for NTMWD to provide Reclaimed Water to Plano, NTMWD and Plano are required to enter into a contract in accordance with Texas Administrative Code, Title 30, Chapter 210, as amended; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, NTMWD agrees to act as the Producer and Provider, as provided in the Authorization, and sell Reclaimed Water to Plano, and Plano agrees to take and transport Reclaimed Water for its own use, as the User of the Reclaimed Water, on its designated property consistent with the Agreement and the Authorization and to pay for said Reclaimed Water pursuant to the terms and conditions hereinafter set forth.

**I.**  
**DEFINITION OF TERMS**

The following terms and expressions as used in this Agreement shall have the following meanings:

1.1 AUTHORIZATION means NTMWD's Reclaimed Water Authorization No. R10363001 included as **Attachment A**.

1.2 FACILITIES mean all transportation, distribution, and pumping facilities owned by Plano (User) necessary to convey Reclaimed Water from the NTMWD Point(s) of Delivery to the Plano (User).

1.3 NTMWD POINT(S) OF DELIVERY means the location at the Rowlett Creek RWWTP at which the Reclaimed Water produced by NTMWD passes from NTMWD to Plano (User), as shown on **Attachment B**.

1.4 PRODUCER shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. NTMWD is the Producer of Reclaimed Water pursuant to this Agreement as reflected in the Authorization.

1.5 PROVIDER shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. NTMWD is also the Provider of Reclaimed Water pursuant to this Agreement as reflected in the Authorization.

1.6 RECLAIMED WATER means the treated effluent produced from the treatment of wastewater at the Rowlett Creek R WWTP.

1.7 TCEQ is the Texas Commission on Environmental Quality, or its successor agency.

1.8 TPDES is the Texas Pollutant Discharge Elimination System, which provides wastewater plants limits and terms to be met in a discharge permit.

1.9 PLANO (USER) shall have the meaning identified in TCEQ's rules for Use of Reclaimed Water, Texas Administrative Code Title 30, Chapter 210, as amended. The City of Plano is the User of Reclaimed Water pursuant to this Agreement.

**II.**  
**FACILITIES CONSTRUCTION AND OPERATION**

2.1 Description of Facilities. The Facilities for Plano's Pecan Hollow Golf Course originate in the Rowlett Creek RWWTP chlorine contact basin and listed in order, begin with a pump, meter, valve, and pipe, which enters the ground adjacent to the chlorine contact basin and attaches to a pipe delivering Reclaimed Water to the golf course, as shown in **Attachment C**. These Facilities (pump, meter, valve, and above ground pipe) are owned and maintained by Plano (User). Plano owns equipment located on the Pecan Hollow Golf Course property, for use of the Reclaimed Water which include a storage pond and a system for irrigating the golf course. Boundaries of the Pecan Hollow Golf Course are shown in **Attachment D**.

2.2 Delivery of Reclaimed Water. NTMWD shall operate and inspect the Facilities for leaks, abnormal noises, and external damage at the NTMWD Point(s) of Delivery. It is agreed and understood that the NTMWD Point(s) of Delivery shall include a pump, owned and maintained by Plano (User). A meter, owned and maintained by Plano (User) shall be used for the measurement of the total gallons of Reclaimed Water produced and provided by NTMWD from the Rowlett Creek RWWTP. Plano (User) agrees that all valves and other controls to start, stop, and regulate the flow and use of Reclaimed Water that are beyond the NTMWD Point(s) of Delivery shall belong to Plano (User) and be under the sole responsibility and control of Plano (User). Plano (User) further agrees that all such facilities beyond the Point of Delivery owned and controlled by Plano (User) shall comply with 30 Texas Administrative Code Chapter 210. If the quality or use of Reclaimed Water is noncompliant with the provisions of Texas Administrative Code Title 30, Chapter 210, as amended, NTMWD has the right to immediately discontinue the flow of Reclaimed Water and shall attempt to notify all Users verbally and in writing within twenty-four (24) hours of becoming aware of such deficiency.

2.3 Authorization. NTMWD will maintain its Authorization to provide Reclaimed Water to User(s) pursuant to TCEQ rules and regulations in Texas Administrative Code Title 30, Chapter 210, as amended.

2.4 Plano (User) agrees to provide to NTMWD any required drawings, information or exhibits pertaining to the Facilities in accordance with Texas Administrative Code Title 30, Chapter 210. If any testing is required pertaining to the User's Facilities, it shall be the responsibility of the Plano (User) to bear the cost of said testing. Plano (User) shall be solely responsible for ensuring its Facilities are in compliance with Texas Administrative Code Title 30, Chapter 210.

2.5 Use of Reclaimed Water. Reclaimed Water provided by this Agreement shall only be used by Plano (User) for the Pecan Hollow Golf Course (owned by Plano). Additionally, Plano agrees to comply with all provisions of 30 Texas Administrative Code Chapter 210 regarding the transfer, storage, and use of Reclaimed Water, including but not limited to all notice, design, construction, operation, and reporting requirements stipulated for the user of Reclaimed Water pursuant to such provisions.

**III.**  
**QUANTITY AND UNIT MEASUREMENT**

3.1 Quantity. NTMWD agrees to make every effort to make available to Plano (User) to take at NTMWD Point(s) of Delivery up to 1,200,000 gallons per day of Reclaimed Water produced by the Rowlett Creek RWWTP. NTMWD will not contract with any other User for a quantity of water that would jeopardize the delivery of the above amount of water to Plano (User). In no event shall NTMWD be required under this Agreement to deliver any minimum amount of Reclaimed Water to Plano (User), nor shall NTMWD be obligated by any terms or provisions herein to provide a daily delivery of any amounts of Reclaimed Water. Plano (User) agrees that NTMWD is under no obligation to provide Reclaimed Water when, in the reasonable opinion of NTMWD, and in the interest of operating the Rowlett Creek RWWTP, there is insufficient Reclaimed Water available for supply, or when doing so may violate any federal or state statute, regulation, or permit. Plano (User) agrees that the quantity of Reclaimed Water available for delivery and use by Plano (User) shall be solely dependent on the actual operations and production of the Rowlett Creek RWWTP. NTMWD shall endeavor to deliver the quantity of Reclaimed Water desired by Plano (User), as contemplated by this Agreement, subject to the normal operation and production of the Rowlett Creek RWWTP.

3.2 Measurements.

- a. Plano (User) shall pay for, install, and maintain the meter, and NTMWD shall operate (obtain and record flow measurements, and inspect the meter for leaks, abnormal noises, and external damage) the meter, which shall record the Reclaimed Water usage at the NTMWD Point of Delivery, which shall be the principal measurement point for water taken by Plano (User). Plano (User) will own this meter.
- b. NTMWD will read the meter at least monthly and keep accurate records of all measurements of Reclaimed Water required under this Agreement and report required readings to TCEQ. The measuring devices and such records shall be open to inspection by Plano (User) during reasonable business hours. Plano (User) shall have access to the metering equipment at all reasonable times, and calibration, and adjustment thereof shall be done only by employees or agents of Plano. NTMWD's agents or employees may observe calibration, and adjustment and Plano's (User's) employees may observe the readings.
- c. NTMWD shall report to TCEQ monthly the volume of Reclaimed Water delivered to Plano (User) pursuant to Texas Administrative Code Title 30, Section 210.36, as amended, and shall keep a copy of such report at NTMWD Administrative offices.

- d. Should NTMWD have reason to believe that a meter is recording Reclaimed Water usage inaccurately, NTMWD may request in writing that Plano (User) investigate the meter operations. If it is mutually agreed by NTMWD and Plano (User) that the meter is malfunctioning, or should Plano (User) discover that the meter is recording water usage inaccurately, Plano (User) shall immediately notify NTMWD of same, and Plano (User) shall replace the faulty meter or meters with an accurately functioning meter as soon as feasible, at the cost of Plano (User), and within at least twenty (20) working days of notification.
- e. If, for any reason, a meter is out of service or out for repair so that the amount of Reclaimed Water delivered to Plano (User) cannot be ascertained or computed from the reading thereof, the Reclaimed Water delivered, through the period such meter is out of service or out for repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. The amount of Reclaimed Water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registered accurately.

3.3 Unit of Measurement. The unit of measurement for Reclaimed Water produced and delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

3.4 Sale by Plano (User). Plano (User) shall not have the right to sell or provide Reclaimed Water purchased from NTMWD to any subsequent purchaser or user.

#### **IV.** **QUALITY**

4.1 General. The Reclaimed Water to be produced by NTMWD at the NTMWD Point(s) of Delivery shall be treated effluent in compliance with the quality standards for Type I and II Reclaimed Water uses, as identified in Texas Administrative Code Title 30, Chapter 210, as amended, and pursuant to the effluent limits identified in the TPDES permit associated with the Rowlett Creek RWWTP and the Authorization. The Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for those purposes identified in the Authorization and Texas Administrative Code, Title 30, Chapter 210, as amended. Plano (User) has satisfied itself that such Reclaimed Water will be suitable for its use; provided that if at any time the quality of Reclaimed Water delivered is dangerous to human health or otherwise not suitable for its intended use, then NTMWD may immediately terminate or suspend this Agreement and may suspend delivery of the Reclaimed Water, and Plano (User) will not be liable for any period of suspension of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT RELATIVE TO THE QUALITY OF THE RECLAIMED WATER.

4.2 Plano (User) shall be responsible for paying for any additional facilities or treatment necessary for NTMWD to produce Type I Reclaimed Water, as identified in Texas Administrative Code Title 30, Chapter 210, as amended.

4.3 NTMWD will sample and analyze the Reclaimed Water prior to distribution to Plano (User) to assure that the water quality is in accord with the standards for Type I and II Reclaimed Water uses.

4.4 NTMWD shall report to TCEQ on a monthly basis the quality of reclaimed water delivered to User pursuant to Texas Administrative Code Title 30, Section 210.36, as amended, and shall make available a copy of such report to User.

## V.

### **PAYMENTS FOR RECLAIMED WATER SERVICE**

5.1 Charges for Service. As stated in Section 6.04(b) of the Trinity East Fork Regional Wastewater System Contract, effective October 1, 1975: "...each Member City shall have the first right to use all effluent produced from its Wastewater for reuse solely for its own municipal purposes (i.e. golf course irrigation, recreation, etc.), without any charge except for any additional cost to the District necessary to provide the effluent for such municipal use;" Therefore, there is no monetary compensation.

## VI.

### **FAILURE TO PRODUCE RECLAIMED WATER**

6.1 Non-Production. Following the completion of the Facilities and at any time during the term of this Agreement, if NTMWD is unable to produce and deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the NTMWD's control and without its fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not part or privy hereto, then NTMWD shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof and the NTMWD shall not be liable for the breach of this Agreement. NTMWD shall use reasonable and good faith efforts to correct any impediment preventing production of Reclaimed Water and shall give Plano (User) advance notice, when possible and to the extent it is reasonable, of any inability to produce the Reclaimed Water needed so that Plano (User) may seek alternative sources.

6.2 Repairs and Maintenance. NTMWD may temporarily suspend production or delivery of Reclaimed Water to Plano (User) for the purpose of performing maintenance and repairs to Rowlett Creek RWWTP. NTMWD shall endeavor to provide Plano (User) with verbal notice 24 hours prior to suspension of such service and an estimate of when service shall be reestablished.

6.3 Regulatory Action. NTMWD may temporarily suspend delivery of Reclaimed Water to Plano (User) pursuant to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water or the treatment of wastewater at the Rowlett Creek RWWTP. NTMWD shall endeavor to provide Plano (User) with verbal notice and in writing within twenty-four (24) hours prior to suspension of such service and an estimate of when service shall be reestablished.

## VII. GENERAL PROVISIONS

7.1 Operations and Maintenance. Plano (User) will continuously operate and maintain the Facilities in an efficient manner and in accordance with good business and engineering practices. Further, User will comply with the provisions outlined in Texas Administrative Code Title 30, Chapter 210, as amended. Plano (User) and NTMWD will comply with the Pecan Hollow Golf Course Operation and Maintenance Plan, attached hereto as **Attachment E**. Included in **Attachment F** is a protocol that Plano (User) and NTMWD agree to use in the implementation of the Operation and Maintenance Plan.

7.2 Conditions. It is expressly understood and agreed that any obligations on the part of NTMWD to produce Reclaimed Water for Plano (User) are (a) conditioned upon NTMWD's ability to maintain all necessary permits, agreements, material, labor, and equipment, (b) conditioned upon the Plano's (User's) ability to maintain all necessary permits, agreements, material, labor, and equipment; (c) subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over NTMWD and Plano (User), or their activities, and (d) subject to the right of Plano (User) and NTMWD to terminate Reclaimed Water production, provision, or use under this Agreement when the use of such water is noncompliant with the provisions of TCEQ's rules for the Use of Reclaimed Water, located at Texas Administrative Code Title 30, Chapter 210, as amended.

7.3 Title. Title to and liability for all Reclaimed Water supplied hereunder shall be in NTMWD up to the NTMWD Point(s) of Delivery and, upon passing through the NTMWD Point(s) of Delivery, title to and liability for the Reclaimed Water shall pass to Plano (User).

7.4 Obligations of Plano (User)

- a. User agrees to comply the applicable provisions of the Authorization and with all requirements and responsibilities under Texas Administrative Code Title 30, Chapter 210, currently in effect and any subsequent changes thereto.
- b. Plano (User) shall be responsible to operate and maintain the Facilities, its lines, and any pumping or other facilities necessary for the transportation of the Reclaimed Water from the NTMWD Point(s) of Delivery to Plano's (User's) place of use at its sole risk and expense, including the obtaining of any necessary permits or easement therefore. Nothing in this Agreement shall be construed to authorize Plano (User) to install any equipment or improvements on property owned by NTMWD without the express written consent of NTMWD and subject to such conditions as NTMWD may impose.

7.5 Liability for Damages and Responsibility for Treatment and Disposal of Wastewater. Liability for damages arising from the reception, transportation, delivery, and disposal of all Reclaimed Water shall remain with NTMWD, and upon passing through meters installed at NTMWD Point of Delivery, liability for such damages shall pass to Plano (User). As between NTMWD and Plano (User), each party agrees to indemnify and to save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, and expenses, including reasonable attorney's fees, which may arise or be asserted by anyone at any time on account of the treatment, reception, transportation, delivery, and disposal while Reclaimed Water is in the control of such responsible party, or on account of a prohibitive discharge by Plano (User). NTMWD has the responsibility as between the parties for the proper treatment, reception, transportation, and disposal of all Reclaimed Water, but not for prohibitive discharges after Reclaimed Water is received by Plano (User) at NTMWD Point of Delivery.

## VIII.

### **TERMS OF AGREEMENT; RENEWAL; NOTICES; STATE OR FEDERAL LAWS, RULES, ORDER, OR REGULATIONS**

8.1 Term of Agreement and Service Commencement Date. This Agreement shall be in force and effect from the Effective Date until March 31, 2032. NTMWD shall commence to provide Reclaimed Water pursuant to this Agreement to Plano (User) on the Effective Date.

8.2 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience called "Notice") herein provided or permitted to be given, made, or accepted by any party must be in writing and may be given or served in any reasonable manner necessary to reach each of the other parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received. For the purpose of Notice, the addresses of the parties shall be, until changed as hereafter provided, as follows:

North Texas Municipal Water District  
501 East Brown Street  
P.O. Box 2408  
Wylie, TX 75098

City of Plano  
1520 K Avenue  
P.O. Box 860358  
Plano, TX 75086-0358

Any party may change the address for notice by giving notice of such change in accordance with the provisions of this section.

8.3 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable Federal and State Laws and applicable permits, ordinances, rules, orders, and regulations of any local, State, or Federal Governmental Authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

**IX.**  
**ASSIGNMENT**

9.1 General. This Agreement shall not be assignable by Plano (User) in whole or in part without the written consent of NTMWD, which consent shall not be unreasonably withheld. Assignment will result in terms for monetary compensation for Reclaimed Water for the new User. NTMWD and Plano (User) each binds itself and its successors and assigns to the other parties with respect to all covenants of this Agreement.

**X.**  
**GOVERNING LAW**

10.1 General. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the Laws of the State of Texas.

**XI.**  
**REMEDIES UPON DEFAULT**

11.1 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from another party. Upon the passage of thirty (30) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

11.2 No Additional Waiver Implied. The failure of either party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other party and the obligation of such other party with respect to such future performance shall continue in full force and effect.

11.3 Remedies. The parties recognize that certain of their respective obligations, if not performed, may be adequately compensated by money damages while others could not be. Accordingly, the parties agree that in the event of any failure to perform any covenants, conditions, or obligations of this Agreement on the part of any party, the aggrieved party shall:

- a) to the extent, if any, permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law or in equity or under this Agreement; and
- b) NTMWD or Plano (User) may terminate this Agreement by providing written notice, after such party has given notice of a material default to the other party upon the expiration of the thirty (30) days permitted for curing such default and such default not having been cured.

**XII.**  
**VENUE**

12.1 General. It is specifically agreed by the parties to this Agreement, that Collin County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provisions hereof, the same shall be brought in Collin County, Texas.

**XIII.**  
**SEVERABILITY**

13.1 General. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

**XIV.**  
**TITLES**

14.1 General. Titles and subtitled Articles contained herein are for convenience only and have no legal or other effect on the terms of this Agreement.

**XV.**  
**RECITALS AND EXHIBITS INCORPORATED**

15.1 General. The recitals contained in the preamble of this Agreement are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes. All Exhibits referenced in this Agreement are also incorporated by reference for all purposes.

**XVI.**  
**FUTURE AGREEMENTS WITH OTHER  
USERS**

16.1 General. NTMWD reserves the right to contract with other Users for the sale of Reclaimed Water up to the amount that would not jeopardize the delivery of Reclaimed Water up to the amount contracted with Plano (User) in Section 3.1.

**XVII.**  
**PRIOR AGREEMENTS SUPERSEDED**

17.1 General. This Agreement constitutes the sole and only Agreement of the Parties with respect to the delivery of Reclaimed Water and cancels and supersedes any prior understandings or oral or written Agreements between the Parties respecting the subject matter.

**IN WITNESS WHEREOF**, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Jennafer P. Covington  
Executive Director

\_\_\_\_\_ Date

*(remainder of page left blank—signatures on following page)*

**CITY OF PLANO**

By: \_\_\_\_\_

Mark D. Israelson  
City Manager

\_\_\_\_\_

Date

APPROVED AS TO FORM:

By: \_\_\_\_\_

Paige Mims  
City Attorney

\_\_\_\_\_

Date

*(remainder of page left blank—exhibits on following pages)*

**ATTACHMENT A**  
**Reclaimed Water Authorization No. R10363001**



Authorization No. R10363001

AUTHORIZATION FOR RECLAIMED WATER

- Producer: North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098-2408
- Provider: North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098-2408
- Users: City of Plano Pecan Hills Municipal Golf Course;  
Los Rios Golf Course, LP; and  
Highway 544 Partners Limited Partnership soccer fields
- Location: The North Texas Municipal Water District Rowlett Creek Wastewater Treatment Plant (TPDES Permit No. WQ0010363001) is located 200 feet east of Los Rios Boulevard, approximately 700 feet north of Farm-to-Market Road 544 crossing of Rowlett Creek and approximately 3.5 miles east of the City of Plano in Collin County, Texas.
- Authorization: Type I and Type II reclaimed water from the North Texas Municipal Water District Rowlett Creek Wastewater Treatment Plant (TPDES Permit No. WQ0010363001) to be used as authorized by 30 TAC §210.32. The service area is shown on Attachment A.

This authorization contains the conditions that apply for the uses of the reclaimed water. The approval of a reclaimed water use project under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer, provider, and/or user to obtain a separate water right authorization from the commission.

Issued Date: March 5, 2008

A handwritten signature in black ink, appearing to read "Glenn Shankle", written over a horizontal line.

Glenn Shankle, Executive Director

The authorization is subject to the following requirements:

**I. General Requirements**

- (a) No produce or provider may begin transferring reclaimed water to a user without first notifying the commission.
- (b) Reuse of untreated wastewater is prohibited.
- (c) Food crops that may be consumed raw by humans must not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- (d) There must be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water.
- (e) Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- (f) Reclaimed water stored in ponds must be prevented from discharging into waters in the state, except for discharges directly resulting from rainfall events, in accordance with a permit issued by the commission, or as authorized under North Texas Municipal Water District Rowlett Creek Wastewater Treatment Plant (TPDES Permit No. WQ0010363001). All other discharges are unauthorized. If any unauthorized overflow of a holding pond occurs causing discharge into or adjacent to waters in the state, the user or provider, as appropriate, shall report any noncompliance. A written submission of such information must be provided to the TCEQ Region 4 office and to the TCEQ Enforcement Division (MC-149), within five (5) working days after becoming aware of the overflow. The written submission must contain a description of the noncompliance and its cause; the potential danger to human health, safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- (g) Unless otherwise provided in this authorization, there must be no off-site discharge, either airborne or surface runoff, of reclaimed water from the user's property except to a wastewater treatment system or wastewater treatment collection system unless the reclaimed water user applies for and obtains a permit from the commission that authorizes discharge of the water.
- (h) All new reclaimed water piping must be separated from potable water piping when trenched by a distance of at least nine feet. All new exposed piping, hose bibs and faucets must be painted purple and designed to prevent connection to a standard water hose. All piping must be stenciled with a warning reading "**NON-POTABLE WATER.**"
- (i) The design of any new distribution systems which will convey reclaimed water to a user must require the approval of the executive director. Materials must be submitted to the executive director for approval in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes). The plans and specifications for any new distribution systems constructed pursuant to this authorization must be approved pursuant to state law, and

failure to secure approval before commencing construction of such works or making a transfer of reclaimed water is a violation of this authorization, and each day of a transfer is an additional violation until approval has been secured.

- (j) Nothing in this authorization modifies any requirements of the Texas Department of Health found in 30 TAC Chapter 290.
- (k) A major change from a prior notification for use of reclaimed water must be approved by the executive director before it can be implemented. A major change includes:
  - (1) a change in the boundary of the approved service area not including the conversion of individual lots within a subdivision to reclaimed water use;
  - (2) the addition of a new producer;
  - (3) a major change in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
  - (4) a change from either Type I or Type II use to the other.
- (l) The reclaimed water producer, provider, and user shall maintain on the sites over which they have operational control a current operation and maintenance plan. The operation and maintenance plan must contain the following, as a minimum:
  - (1) a copy of the signed contract between the user and provider and/or a copy of the signed contract between the provider and the producer;
  - (2) a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
  - (3) the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (e.g., secured valves);
  - (4) procedures for monitoring reclaimed water;
  - (5) a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
  - (6) schedules for routine maintenance;
  - (7) a plan for worker training and safety; and
  - (8) contingency plan for system failure or upsets.
- (m) One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there are hose bibs or faucets:
  - (1) Signs having a minimum size of eight inches by eight inches must be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "**Reclaimed Water, Do Not Drink**" or similar warning.

- (2) The area must be secured to prevent access by the public.
- (n) Where a reclaimed water line parallels a sewer line, the reclaimed water line must be constructed in accordance with subsection (p) or (q) of this section. The horizontal separation distance must be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines that parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line, the requirement of 30 TAC §290.44(e)(5)(B), *Location of Water Lines*, must be followed with the reclaimed water line substituted for the water line.
- (o) Reclaimed water lines that transport reclaimed water under pressure must be sized according to acceptable engineering practices for the needs of the reclaimed water users. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines. Pipe specified for reclaimed water force mains must have an expected life of at least as long as that of the associated lift station and must be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected. All pipe must be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill). All pipes and fittings must have a minimum working pressure rating of 150 pounds per square inch. Final plans and specifications must describe required pressure testing for all installed reclaimed water force mains. Minimum test pressure must be 1.5 times the maximum design pressure. Allowable leakage rates must be determined as described in 30 TAC Chapter 317, *Pressure Sewer Systems*.
- (p) Gravity flow reclaimed water lines must meet the requirements of 30 TAC Chapter 317, *The Design of Sewerage Systems*. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines.
- (q) All exposed piping and piping within a building must be either purple pipe or painted purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER." All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color-coding requirement of this section.
- (r) When applicable, in accordance with 30 TAC Chapter 317, *Design Criteria for Sewerage Systems*, the design of the distribution systems that will convey reclaimed water to a user must be submitted to the executive director and must receive an approval before the distribution system may be constructed. The design of the distribution systems must meet the criteria of 30 TAC Chapter 317, *Design Criteria for Sewerage Systems*. When a municipality is the plan review authority for certain sewer systems that transport primarily domestic waste, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality.
- (s) All ground level and elevated storage tanks must be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

## II. Storage Requirements for Reclaimed Water Outside the Edwards Aquifer Recharge Zone

- (a) Any holding pond designed to contain Type I or Type II effluent must have a lining with a permeability of no more than  $1 \times 10^{-4}$  cm/sc and conform to the following requirements:
  - (1) The ponds must be designed and constructed to prevent groundwater contamination;
  - (2) Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
  - (3) All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density. In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
  - (4) Soil liners must meet the following particle size gradation and Atterburg limits:
    - (A) 30% or more passing a number 200 mesh sieve; and
    - (B) a liquid limit of 30% or greater; and a plasticity index of 15 or greater and have a permeability less than or equal to  $1 \times 10^{-4}$  cm/sec;
  - (5) Synthetic membrane linings must have a minimum thickness of 40 mils with a leak detection system. In situ liners at least 24 inches thick meeting a permeability less than or equal to  $1 \times 10^{-4}$  cm/sec are acceptable alternatives;
  - (6) Certification by a Texas license professional engineer must be furnished that the pond lining meets the appropriate criteria prior to utilization of the facilities;
  - (7) Soil embankment walls must have a top width of at least five feet. The interior and exterior slopes of soil embankment walls must be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls must be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals must be installed on all piping penetrating the embankments;
  - (8) An alternative method of pond lining which provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
- (b) Reclaimed water may be stored in leak-proof, fabricated tanks.
- (c) Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of groundwater for its actual or intended use will be also subject to the storage requirements of this section.

### III. Specific Uses and Quality Standards for Reclaimed Water

Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system. It is the responsibility of the reclaimed water producer to establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV, *Sampling and Analysis*.

During the period starting from the date of issuance and lasting through the completion of the construction of the pump station, the authorization is subjected to the following requirements:

- (a) Type II Reclaimed Water Use. The type of use is that where the public would not come in contact with the reclaimed water. The use allowed by this authorization is to be used for maintenance of impoundments or natural water bodies; irrigation of sod farms, silviculture, limited access highway rights of way where human access is restricted or unlikely to occur; soil compaction or dust control in construction areas; cooling tower makeup water; and irrigation or other non-potable uses of reclaimed water at a wastewater treatment facility.
- (b) The following conditions apply to this type of use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type II reclaimed water use. Type II reclaimed water on a 30-day average shall have a quality of:

CBOD <sub>5</sub>	15 mg/l
Fecal Coliform	200 CFU/100 ml ( <i>geometric mean</i> )
Fecal Coliform (not to exceed)	800 CFU/100 ml ( <i>single grab sample</i> )

- (c) Type I Reclaimed Water Use. The type of use is that where the public would come in contact with the reclaimed water. The use allowed by this authorization is to be used for residential irrigation, including landscape irrigation at individual homes; urban uses, including irrigation of public parks, golf courses with unrestricted public access, schoolyards, or athletic fields; fire protection, either in internal sprinkler systems or external fire hydrants; and toilet or urinal flush water.
- (d) The following conditions apply to this type of use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type I reclaimed water use. Type I reclaimed water on a 30-day average shall have a quality of:

CBOD <sub>5</sub>	5 mg/l
Turbidity	3 NTU
Fecal Coliform	20 CFU/100 ml ( <i>geometric mean</i> )
Fecal Coliform (not to exceed)	75 CFU/100 ml ( <i>single grab sample</i> )

#### IV. Sampling and Analysis

The reclaimed water producer shall sample the reclaimed water prior to distribution to user to assure that the water quality is in accord with the intended contracted use. Analytical methods must be in accord with those specified in 30 TAC Chapter 319, *Monitoring and Reporting*. The minimum sampling and analysis frequency for Type I reclaimed water is twice per week.

The monitoring must be done after the final treatment unit. The records of the monitoring must be done on a monthly basis and be available at the facility site for inspection by representatives of the Commission for at least five years.

#### V. Record Keeping and Reporting

- (a) The reclaimed water provider and user shall maintain records on site for a period of at least five years.
  - (1) Records to be maintained by the provider include:
    - (A) copies of notifications made to the commission concerning reclaimed water projects;
    - (B) as applicable, copies of contracts made with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water);
    - (C) records of volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water); and
    - (D) reclaimed water quality analyses.
  - (2) The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. Such reports are due to the commission by the 20th day of the month following the reporting period.
    - (A) volume of reclaimed water delivered to provider; and
    - (B) quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria except those listed as "not to exceed" that must be reported as individual analyses.
- (b) The provider shall provide written notice to the Water Quality Application Team (MC 148) and the Region 4 Office of the commission at least thirty (30) days prior to transfer of reclaimed water. **Monitoring requirements contained in this authorization are suspended from the effective date of the authorization until the provider notifies the TCEQ that it is ready to transfer reclaimed water.**

**VI. Transfer of Reclaimed Water**

Reclaimed water transferred from a provider to a user must be done on a demand only basis. A reclaimed water user may refuse delivery of such water at any time. All reclaimed water transferred to a user must be of at least the treatment quality specified in Section IV, *Sampling and Analysis*. Transfer must be accomplished via pipes or tank trucks.

**VII. General Prohibitions**

Storage facilities for retaining reclaimed water prior to use must not be located within a floodway and must be protected from a 100-year flood.

**IX. Restrictions**

This authorization does not convey any property right and does not grant any exclusive privilege.

**X. Responsibilities and Contracts**

- (a) The producer of reclaimed water will not be liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have, but are not limited to, the following responsibilities:
  - (1) The reclaimed water producer shall:
    - (A) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
    - (B) sample and analyze the reclaimed water and report such analyses in accordance with Section IV, *Sampling and Analysis*, and Section V, *Record keeping and Reporting*; and
    - (C) notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval.
  - (2) The reclaimed water provider shall:
    - (A) assure construction of reclaimed water distribution lines/systems in accordance with 30 TAC Chapter 317, *Design of Sewerage Systems*, and in accordance with approved plans and specifications;
    - (B) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
    - (C) notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval; and

- (D) not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
- (3) The reclaimed water user shall:
  - (A) use the reclaimed water in accordance with this authorization; and
  - (B) maintain and provide records as required by Section III, *Record Keeping and Reporting*.

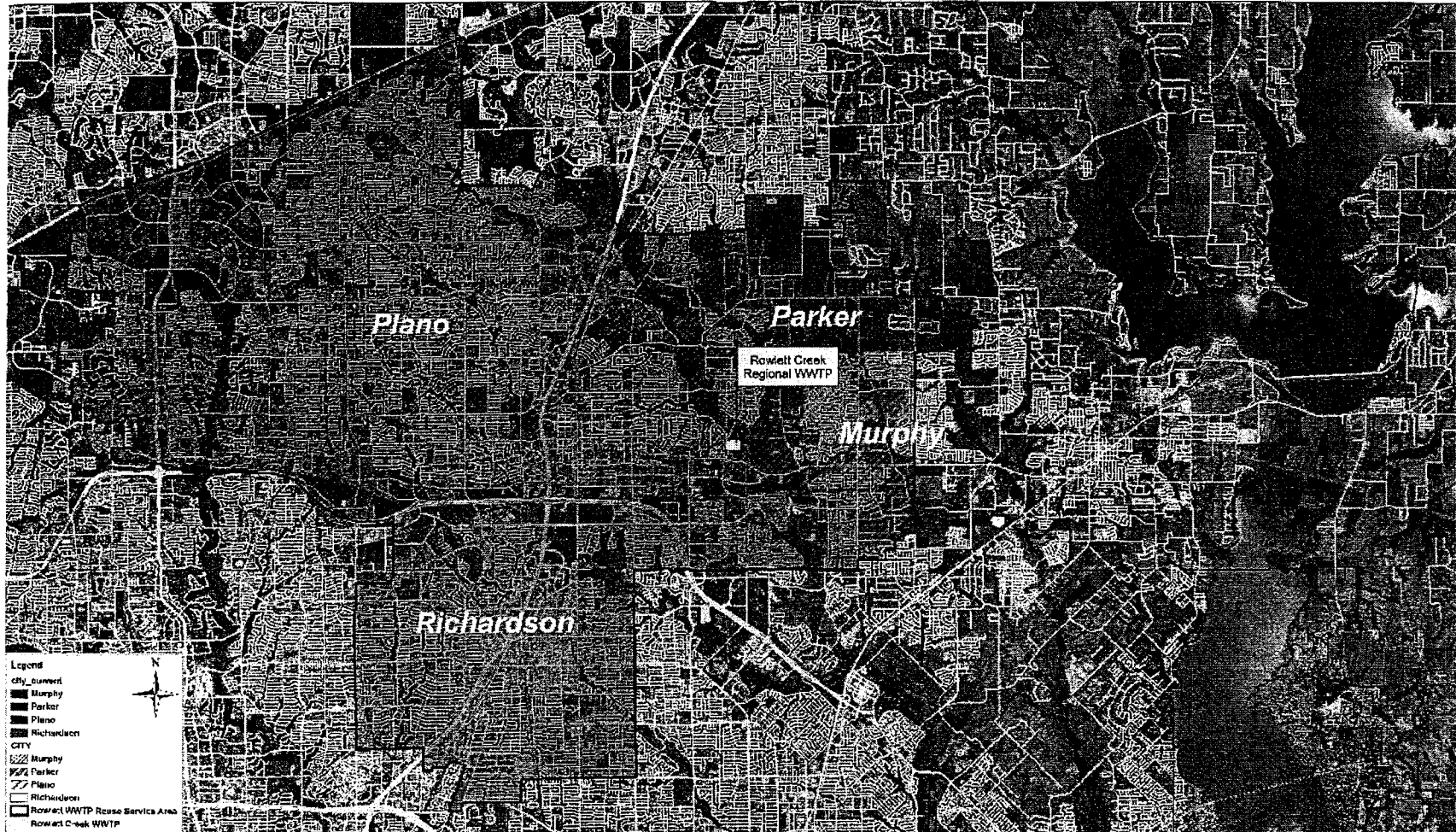
## **XI. Enforcement**

If the producer, provider and/or user fail to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code §26.019 and §26.136.

## **XII. Standard Provisions**

- (a) This authorization is granted in accordance with the rules and orders of the commission and the laws of the state of Texas.
- (b) Acceptance of this authorization constitutes an acknowledgment and agreement that the provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other orders of the commission and the laws of the state of Texas. Agreement is a condition precedent to the granting of this authorization.

Attachment A

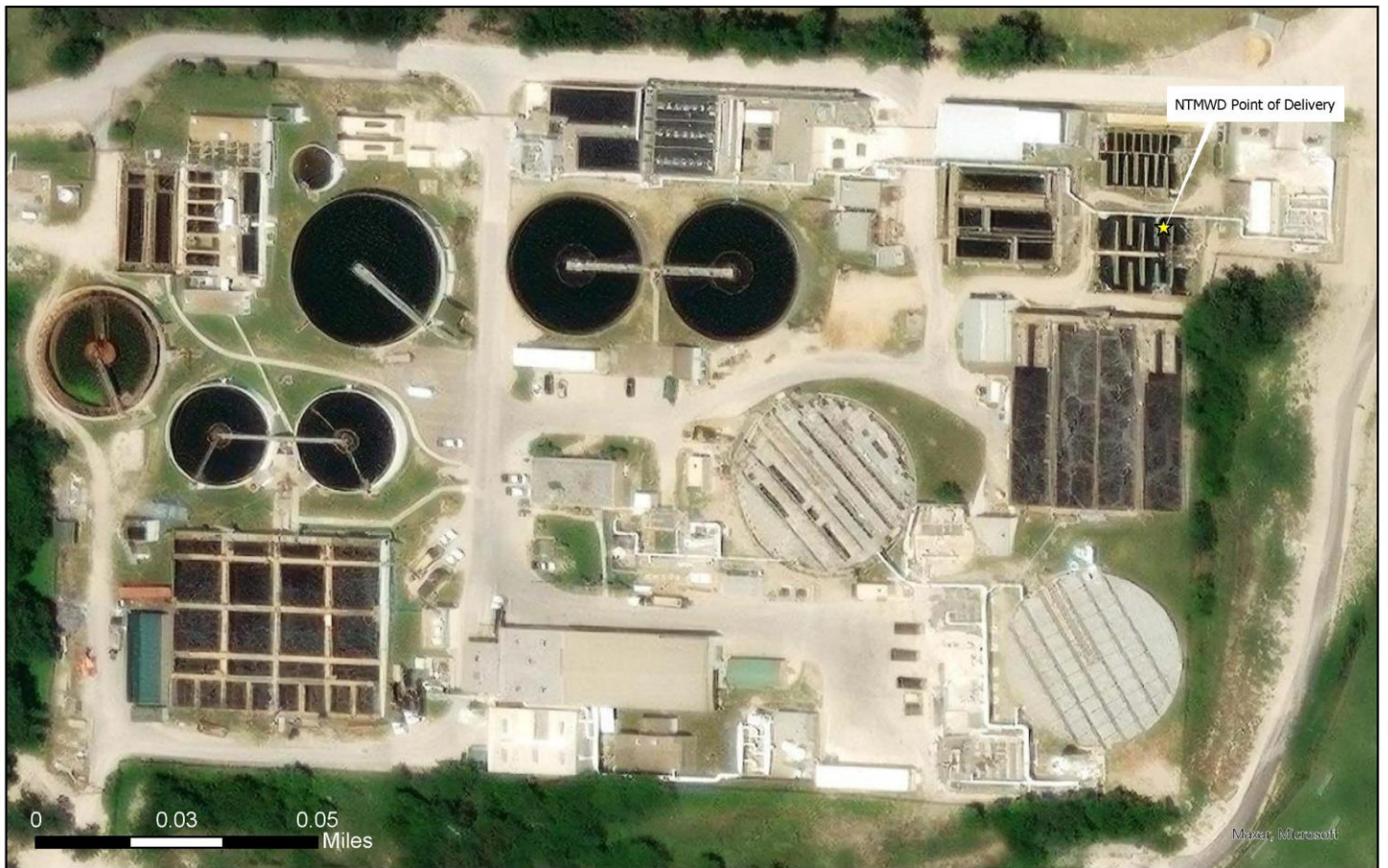


**Rowlett Creek Regional Wastewater Treatment Plant  
Reclaimed Water Service Area**

**ATTACHMENT B  
NTMWD POINT OF DELIVERY  
for the RECLAIMED WATER Provided to PLANO Pecan Hollow Golf Course by  
NTMWD Rowlett Creek RWWTP**



Attachment B  
NTMWD Point of Delivery  
for the RECLAIMED WATER Provided to PLANO Pecan Hollow Golf Course by  
NTMWD Rowlett Creek RWWTP



**Attachment C**  
**Reclaimed Water Facilities for Plano's Pecan Hollow Golf Course Located at**  
**NTMWD Rowlett Creek RWWTP**



**Attachment D  
Plano's Pecan Hollow Golf Course Boundary  
for the NTMWD Rowlett Creek RWWTP Reclaimed Water Authorization**



**Attachment D  
Plano's Pecan Hollow Golf Course Boundary  
for the NTMWD Rowlett Creek RWWTP Reclaimed Water Authorization**



**ATTACHMENT E**  
**Pecan Hollow Golf Course Operation and Maintenance Plan**

## RECLAIMED WATER OPERATION & MAINTENANCE PLAN

The operation and maintenance plan for reuse of Reclaimed Water from the Rowlett Creek Regional Wastewater Treatment Plant is generally described below. The plan was created by North Texas Municipal Water District (“NTMWD”), as the provider and producer of Reclaimed Water, and the City of Plano (“Plano”), as the user of Reclaimed Water. The plan addresses specific issues identified in the use of Reclaimed Water and the methods that will be employed to minimize potential problems. The plan may be updated with approval by the Texas Commission on Environmental Quality (“TCEQ”) to reflect any changes associated with the NTMWD Rowlett Creek Regional Wastewater Treatment Plant (“Rowlett Creek RWWTP”).

### Responsibilities of NTMWD (Producer and Provider)

1. The major responsibility of NTMWD is to provide on a 30-day average, effluent with the following permitted quality limits for Type I and Type II Reclaimed Water:

#### Type I Reclaimed Water:

• CBOD <sub>5</sub>	5 mg/L
• Turbidity	3 NTU
• Fecal Coliform or <i>E. coli</i>	20 CFU/100 ml*
• Fecal Coliform or <i>E. Coli</i>	75 CFU/100 ml**

\* geometric mean

\*\* single grab sample

#### Type II Reclaimed Water:

• CBOD <sub>5</sub>	15 mg/L
• Fecal Coliform or <i>E. Coli</i>	200 CFU/100 ml*
• Fecal Coliform of <i>E. Coli</i>	800 CFU/100 ml**

\* geometric mean

\*\* single grab sample

2. NTMWD will collect and analyze samples for the above parameters a minimum of twice per week for Type I Reclaimed Water and a minimum of once per week for Type II Reclaimed Water per 30 TAC Section 210.34.
3. Results of the testing will be reported to Plano on a monthly basis and records kept at the NTMWD Administrative Offices for a period of at least five (5) years.
4. NTMWD will read the quantity of Reclaimed Water utilized on at least a monthly basis from the meter provided by NTMWD and approved of by Plano and maintain these records for at least five (5) years at the NTMWD Administrative Offices. NTMWD will report to Plano the volume of Reclaimed Water delivered to Plano on a monthly basis.
5. Notify the Executive Director of the TCEQ in writing within five (5) days of obtaining knowledge of Reclaimed Water use not authorized by NTMWD's

Authorization for Reclaimed Water, Authorization No. R 10363-001, and 30 TAC Chapter 210.

6. Insure by contract or ordinance and periodic inspection that the site has proper signs in accordance with 30 TAC Section 210.25(b)(1). All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled.
7. Operate and maintain all pumping facilities piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer.
8. Lock pumps out of service until any defective equipment that might result in detriment to human health or the environment is repaired.
9. Provide Reclaimed Water to user on a demand only basis in order that the water is not provided during times it cannot be beneficially used.
10. Conduct adequate training of its personnel involved in the safe use of Reclaimed Water as well as in the legal requirements for record keeping and reporting. All new employees will be provided this information during employee orientation.
11. Promptly discontinue delivery of Reclaimed Water upon knowledge of misuse of the Reclaimed Water pursuant to 30 TAC Chapter 210. A written submission of such information shall also be provided to the TCEQ Regional Office and to TCEQ Headquarters, Water Enforcement Section within five (5) working days of becoming aware of the misuse. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including the exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance and to mitigate its adverse effects.
12. Report to TCEQ on a monthly basis 1) the volume of Reclaimed Water delivered to a user and 2) the quality of Reclaimed Water delivered to a user pursuant to 30 TAC Section 210.36.
13. Records to be maintained by NTMWD for at least five (5) years include:
  - Copies of notification made to the TCEQ concerning Reclaimed Water projects.
  - Copies of contracts made with each Reclaimed Water user.
  - Records of volume of Reclaimed Water delivered to each Reclaimed Water user per delivery.
  - Reclaimed water quality analyses.
  - Copies of reports sent to TCEQ on a monthly basis.

NTMWD will promptly discontinue delivery of Reclaimed Water upon knowledge of misuse of the Reclaimed Water pursuant to 30 TAC Chapter 210 or of exceeding the above permitted quality limits.

#### Responsibilities of Plano (User)

1. Design and construction of all piping after its Point of Delivery in accordance with 30 TAC Section 210.25.
2. Design and construction of all hose bibs, faucets, and valves in accordance with 30 TAC Section 210.25(a).
3. All facilities including valves, pumps, storage area, hose bibs, faucets, and other related appurtenances shall be maintained in a secure fashion to prevent

- unauthorized access to Reclaimed Water facilities. In particular, hose bibs will be located in locked, below-grade vaults that are clearly labeled as being of non-potable quality. Where locked, below-grade vaults cannot be used, hose bibs will be placed in service boxes that can only be operated by a special tool.
4. Posting and maintenance of signs at all storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water to, in part, prevent a cross connection between Reclaimed Water distribution lines and potable water lines. Such signs will be posted and maintained in accordance with 30 TAC Section 210.25(b)(1). Signs will also be posted around any lake or pond that receives Reclaimed Water for maintenance reading "No Wading or Swimming."
  5. Provide a meter at the user Point of Delivery, approved by and accessible to NTMWD personnel, if required by NTMWD, that quantifies the water pumped to reasonable accuracy.
  6. Operate and maintain the pumps and control system so that any receiving lake or pond maintained by Reclaimed Water is not overfilled so as to discharge into the downstream watercourse, except for discharges directly resulting from rainfall events. All other discharges are unauthorized and, if such a discharge occurs that results in a discharge into or adjacent to waters of the state, it must be reported within twenty-four (24) hours to the TCEQ.
  7. Operate and maintain all pumping facilities piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer.
  8. Pumps will be locked out of service until any defective equipment that might result in detriment to human health or the environment is repaired.
  9. Conduct adequate training of its personnel in the safe use of Reclaimed Water as well as in the legal requirements for record keeping and reporting. User will conduct a training and safety meeting for all of its personnel following execution of a Reclaimed Water contract with NTMWD. All new employees will be provided this information during employee orientation
  10. Minimize the risk of inadvertent human exposure to Reclaimed Water.

**ATTACHMENT F**  
**Reclaimed Water Policies and Procedures**

## **POLICIES AND PROCEDURES FOR THE REUSE OF RECLAIMED WATER BY CITY OF PLANO'S PECAN HOLLOW GOLF COURSE**

These policies and procedures for reuse of Reclaimed Water from the Rowlett Creek Regional Wastewater Treatment Plant is generally described below. These procedures were created by North Texas Municipal Water District ("NTMWD"), as the provider and producer of Reclaimed Water, and the City of Plano ("Plano"), as the user of Reclaimed Water, in accordance with 30 TAC 210.4(a)(4). These procedures address specific issues identified in the use of Reclaimed Water and the methods that will be employed to minimize potential problems. These procedures may be updated to reflect any changes associated with the NTMWD Rowlett Creek Regional Wastewater Treatment Plant ("Rowlett Creek RWWTP") and User's Reclaimed Water Facilities. Updates to these procedures do not need the approval or review of the TCEQ.

### Responsible Contacts:

Jason Pittsinger  
NTMWD Wastewater Plant Supervisor III  
[jpittsinger@NTMWD.com](mailto:jpittsinger@NTMWD.com)  
469-626-4990

Seth Pettit  
NTMWD Wastewater Plant Supervisor II  
[seth.pettit@NTMWD.com](mailto:seth.pettit@NTMWD.com)  
469-626-4992

Jonathan Bradham  
City of Plano Golf Course Superintendent  
[jonathanb@plano.gov](mailto:jonathanb@plano.gov)  
972-941-7236

Zach Evans  
City of Plano Assistant Golf Course Superintendent  
[zevans@plano.gov](mailto:zevans@plano.gov)  
972-941-7236

### **Responsibilities of NTMWD (Producer and Provider)**

- 1. Permitted Quality Limits.** The major responsibility of NTMWD is to provide on a 30-day average, effluent with the following permitted quality limits for Type I and Type II Reclaimed Water:

#### Type I Reclaimed Water:

- CBOD<sub>5</sub> 5 mg/L
- Turbidity 3 NTU
- Fecal Coliform or *E. coli* 20 CFU/100 ml\*
- Fecal Coliform or *E. Coli* 75 CFU/100 ml\*\*

- \* geometric mean
- \*\* single grab sample

Type II Reclaimed Water:

- CBOD<sub>5</sub> 15 mg/L
- Fecal Coliform or *E. Coli* 200 CFU/100 ml\*
- Fecal Coliform of *E. Coli* 800 CFU/100 ml\*\*

- \* geometric mean
- \*\* single grab sample

**2. Sampling and Monitoring Procedures**

- a. NTMWD will collect and analyze samples for the above parameters a minimum of twice per week for Type I Reclaimed Water and a minimum of once per week for Type II Reclaimed Water per 30 TAC Section 210.34.
- b. Samples will be collected from the sampling point referenced in **Attachment 1**. Operators will collect a 12-part composite sample for analysis of CBOD<sub>5</sub> for Type I and Type II Reclaimed Water. Operators will collect a grab sample for turbidity measurement and for Fecal Coliform or *E. Coli* analysis for Type I and Type II Reclaimed Water.
- c. Results of the testing will be reported to TCEQ Headquarters (P.O. Box 13087 Austin, TX 78711) in a Monthly Effluent Report via mail by the 20th day of the month following the reporting period per 30 TAC 210.36 (2). A copy of such report shall be made available to the User.
- d. Records will be electronically stored at the NTMWD Administrative Offices and available onsite electronically for a period of at least five (5) years per 30 TAC 210.36.

**3. Procedures for Monitoring Reclaimed Water Transfers and Use**

- a. NTMWD will provide Reclaimed Water to User on a demand only basis in order that the water is not provided during times it cannot be beneficially used.
- b. NTMWD will read the quantity of Reclaimed Water utilized at least monthly from the meter provided by the User and approved of by NTMWD to monitor Reclaimed Water transfers and use. NTMWD will maintain these records electronically for at least five (5) years at the NTMWD Administrative Offices and are available onsite electronically. The NTMWD will report to TCEQ Headquarters (P.O. Box 13087 Austin, TX 78711) in a Monthly Effluent Report the volume of Reclaimed Water delivered to User by the 20<sup>th</sup> day of the month following the reporting period per 30 TAC 210.36
- c. NTMWD will promptly discontinue delivery of Reclaimed Water upon knowledge of Reclaimed Water use not authorized by NTMWD's Authorization for Reclaimed Water, Authorization No. R 10363-00, pursuant to 30 TAC Chapter 210. A written submission of such information shall also be provided to the TCEQ Regional Office (2309 Gravel Dr Fort Worth TX 76118) and to TCEQ Headquarters (P.O. Box 13087 Austin, TX 78711), Water Enforcement Section within five (5)

working days of becoming aware of the unauthorized use. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including the exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance and to mitigate its adverse effects. NTMWD will notify the Executive Director of the TCEQ in writing within five (5) days of obtaining knowledge of Reclaimed Water use not authorized by NTMWD's Authorization for Reclaimed Water, Authorization No. R 10363-00.

#### **4. Labeling and Separation Plan**

- a. NTMWD Permitting Department will perform periodic inspection to ensure User's:
  - i. Reclaimed Water distribution lines and potable water lines are labeled and separated in accordance with 30 TAC Section 210.25 to prevent cross connections.
  - ii. has proper signs for Reclaimed Water and all storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled in accordance with 30 TAC Section 210.25.
  - iii. exposed piping and piping within a building shall be either purple pipe or painted purple and stenciled in white with a warning reading "NON-POTABLE WATER."
  - iv. Reclaimed Water piping shall be separated from potable water piping by a horizontal distance of at least nine feet or in accordance with the line separation requirements of 30 TAC Chapter 290.
  - v. Reclaimed Water line shall be constructed in accordance with 30 TAC 210.25(e)-(f).
- b. If the User's Reclaimed Water lines, points of access, or piping are found to be out of compliance with 30 TAC Section 210.25 and NTMWD's Authorization for Reclaimed Water, Authorization No. R 10363-00, NTMWD will notify the User via email.

#### **5. Schedule for Routine Maintenance**

- a. NTMWD will operate the meter (obtain and record flow measurements) and maintenance of all facilities beyond the POINT OF DELIVERY is the responsibility of the User.
- b. NTMWD will conduct daily preventative maintenance inspections on such facilities. These facilities are to include the User dedicated pump, meter, valves, and above ground pipes located at the Point of Delivery. Operators will inspect pump, meter, valves and pipes for leaks, external damage, or unusual noises. Any unusual findings will be reported to the User, via email, of any findings that need to be addressed by the User.

#### **6. Contingency Plan for Remedy of System Failures**

- a. NTMWD will promptly notify User of system failures via email.
- b. NTMWD will shut off pumps at the breaker and lock pumps out of service at the breaker at Rowlett Creek RWWTP until any defective equipment is

repaired. If there is a possible threat to human health, NTMWD will notify User by both email and phone call.

- c. NTMWD will notify User via email when service can be restored and/or when testing indicates compliance.

#### **7. Contingency Plan for Unauthorized Discharges**

- a. In the event of an unauthorized discharge from Plano's facilities at the Point of Delivery located at Rowlett Creek RWWTP, NTMWD will notify the User by phone, shut off pumps and lock pumps out of service at the breaker at Rowlett Creek WWTP. NTMWD will notify the TCEQ Regional Office in accordance with 30 TAC 327.32. NTMWD will restore service once the User notifies NTMWD that they have addressed and corrected the cause of the unauthorized discharge from the User's facilities.
- b. Report unauthorized discharges to regulatory compliance and permitting department and perform proper spill response procedure.
- c. In the event that an unauthorized discharge from the User's reclaimed water storage pond has occurred (see 30 TAC 210.22 (e)), NTMWD will shut off pumps and lock pumps out of service at the breaker at Rowlett Creek RWWTP upon notification of the unauthorized discharge from the User. NTMWD will restore service once the User has notified NTMWD of corrected noncompliance.

#### **8. Contingency Plan for System Upsets**

- a. Upon knowledge of test results that indicate Reclaimed Water is not in accord with appropriate quality standards in the Authorization for fecal coliform, CBOD<sub>5</sub>, or turbidity test, NTMWD will promptly discontinue delivery of Reclaimed Water by locking out pumps at the breaker panel at Rowlett Creek RWWTP.
- b. NTMWD will promptly notify User by email. If there is a threat to human health NTMWD will also call User.
- c. NTMWD will submit a Water Quality Noncompliance notification to TCEQ, Compliance Monitoring Team (MC 224) Enforcement Division (P.O. Box 13087 Austin, TX 78711) via certified mail and TCEQ Regional Office via email, per 30 TAC 305.125 (9).
- d. NTMWD will notify User via email when service can be restored after laboratory analysis indicates Reclaimed Water is in accord with appropriate quality standards in the Authorization.

#### **9. Employee Reclaimed Water Safety, Treatment, Distribution and Management Training**

- a. NTMWD will conduct training of personnel on the safe use of Reclaimed Water as well as the legal requirements for record keeping and reporting.
- b. All employees involved in Reclaimed Water treatment and management will be provided this information during annual employee training issued by the permitting department. This training will be made available to review at any time on the Permitting Department's Intranet page.

**10. Record Keeping.** The following records will be maintained electronically at the NTMWD Administrative Offices and available onsite electronically for at least five (5) years:

- a. Copies of notification made to the TCEQ concerning Reclaimed Water projects.
- b. Records of volume of Reclaimed Water delivered to the Reclaimed Water User per delivery.
- c. Reclaimed Water quality analyses.
- d. Copies of reports sent to TCEQ.
- e. Copies of the Interlocal Agreement by and between the User and NTMWD for Reclaimed Water, the 210 Authorization for Reclaimed Water, and the Reclaimed Water Operation and Maintenance Plan will be maintained electronically at the NTMWD Administrative Offices and available onsite electronically while active and at least five (5) years after their expiration.

**11. Measures That Will Prevent Unauthorized Access to Reclaimed Water Facilities**

- a. The Reclaimed Water facilities located at the Rowlett Creek Regional Wastewater Treatment Plant are secured by perimeter chain-link fencing topped with barbed wire and locked card access security gates to prevent unauthorized access.
- b. By providing and maintaining such security measures, Rowlett Creek RWWTP minimizes risk of inadvertent human exposure.

**12. Periodic Audits**

- a. Per 30 TAC 210.24(c), the NTMWD shall conduct audits of appropriate controls implemented by Reclaimed Water Users. Such controls to be audited would include the operation and maintenance plan, sampling data records, equipment labeling and security, cross connections, tailwater controls, Reclaimed Water consumption records, and training records.

**Responsibilities of Plano (User)**

It is the responsibility of the User to add/update information in these sections with information that is in accordance with the Authorization and 30 TAC 210. Further instructions for information to include in these sections has been provided in italicized text.

**1. Additions, Repairs and Upgrades to Distribution Equipment**

- a. Design and construction of all piping after its Point of Delivery in accordance with 30 TAC Section 210.25.
- b. Design and construction of all hose bibs, faucets, and valves in accordance with 30 TAC Section 210.25(a).
- c. Notify NTMWD of upgrades, repairs, and additions to distribution equipment submitted and/or approved by TCEQ executive director.

**2. Measures That Will Prevent Unauthorized Access to Reclaimed Water Facilities on Pecan Hollow Golf Course**

- a. All facilities including valves, pumps, storage area, hose bibs, faucets, and other related appurtenances shall be maintained in a secure fashion to prevent unauthorized access to Reclaimed Water facilities. In particular, hose bibs will be located in locked, below-grade vaults that are

clearly labeled as being of non-potable quality. Where locked, below-grade vaults cannot be used, hose bibs will be placed in service boxes that can only be operated by a special tool.

**3. Labeling and Separation Plan**

- a. Label and install Reclaimed Water distribution lines and potable water in accordance with 30 TAC Section 210.25 to prevent cross connections.
- b. Post and maintain proper signs for Reclaimed Water and all storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled in accordance with 30 TAC Section 210.25. All exposed piping and piping within a building shall be either purple pipe or painted purple and stenciled in white with a warning reading "NON-POTABLE WATER." Such signs will be posted and maintained in accordance with 30 TAC Section 210.25(b)(1). Signs will also be posted around any lake or pond that receives Reclaimed Water for maintenance reading "No Wading or Swimming."
- c. Reclaimed Water piping shall be separated from potable water piping by a horizontal distance of at least nine feet or in accordance with the line separation requirements of 30 TAC Chapter 290. Where a Reclaimed Water line parallels a sewer line, the Reclaimed Water line shall be constructed in accordance with 30 TAC 210.25(e)-(f).

**4. Procedures for Monitoring Reclaim Water Transfer and Use**

- a. Provide a meter at the user Point of Delivery, approved by and accessible to NTMWD personnel, if required by NTMWD, that quantifies the water pumped to reasonable accuracy.
- b. Notify Rowlett Creek RWWTP staff via email to operate the pumps and control system.
- c. Staff will monitor the transfer of reclaim water so that any receiving tank or pond maintained by Reclaimed Water is not overfilled in order to prevent discharge into the downstream watercourse, except for discharges directly resulting from rainfall events.

**5. Schedules for Routine Maintenance**

- a. Operate and maintain all pumping facilities piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer.

**6. Contingency Plan for Remedy of System Failures**

- a. Pumps owned by User will be locked out of service by shutting off the breaker and placing a lock on it until any defective equipment that might result in a threat to human health or the environment is repaired. Defective equipment shall be repaired promptly by the User.

**7. Contingency Plan for Unauthorized Discharges**

- a. All discharges from receiving lakes or ponds maintained by Reclaimed Water not directly resulting from rainfall events are unauthorized.
- b. If such a discharge occurs that results in a discharge into or adjacent to waters of the state, it must be reported within twenty-four (24) hours to the TCEQ.

- c. Provide a copy of the unauthorized discharge report to the NTMWD WWTP Supervisor.

**8. Employee Training and Safety Plan**

- a. Conduct adequate training for personnel involved in Reclaimed Water use and management. The training shall include the safe use of Reclaimed Water as well as the legal requirements for record keeping and reporting. User will conduct a training and safety meeting for all of its personnel involved in Reclaimed Water use and management following execution of a Reclaimed Water contract with NTMWD. All new employees that will be involved in Reclaimed Water use and management will be provided this information during employee orientation.

**9. Minimize the Risk of Inadvertent Human Exposure to Reclaimed Water.**

- a. Per 30 TAC 210.32 (2)(A)(iii) Irrigation site is not used by the public during times when irrigation operations are in progress. Irrigation schedule is set to occur overnight when the facilities are closed to the public.
- b. Provide reasonable control of application rates for Reclaimed Water applied to irrigation areas. These controls shall encourage the efficient use of Reclaimed Water and avoid excessive application of Reclaimed Water that results in surface runoff or excessive percolation below the root zone. Irrigated areas will be monitored with a moisture meter to ensure efficient use of water and prevent excess water usage.
- c. The irrigation practices shall be designed so as to prevent incidental ponding or standing water.
- d. Irrigation application rates and times shall be developed so as to minimize "wet grass" conditions in unrestricted landscaped areas during the periods the area could be in use. Irrigation system shall be frequently monitored during irrigation and adjustments made as needed to prevent over watering and standing water.
- e. Irrigation systems shall be designed so that the irrigation spray does not reach any privately-owned premises outside the designated irrigation area or reach public drinking fountains.
- f. Portable water coolers provided for drinking water shall be removed prior to sprinkler irrigation. Drinking water coolers shall be serviced in accordance with requirements of the Texas Department of State Health Services. Water coolers shall be replaced daily with new replacement water coolers around irrigation schedules.
- g. There shall not be irrigation when the ground is water saturated or frozen.
- h. Reclaimed Water may not be used to fill swimming pools, hot tubs, wading pools, or other structures designed for contact recreation.
- i. Reclaimed Water may not be used to top-off or fill landscape impoundments.

Attachment 1: NTMWD Type I and Type II Reclaimed Water Sampling Points



NTMWD Rowlett Creek RWWTP  
Reclaimed Water Sampling Point

